

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Anil Kumar Ponnapur	08/07/2008
Anurag Palsule	08/07/2008
RECEIVING PARTY DATA	
Name:	NetApp
Street Address:	495 E. Java Drive
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94089
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12191747
CORRESPONDENCE DATA	
Fax Number:	(216)502-0601
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	216-502-0600
Email:	Docketing@eschweilerlaw.com
Correspondent Name:	ESCHWEILER & ASSOCIATES, LLC
Address Line 1:	629 EUCLID AVE.
Address Line 2:	SUITE 1000
Address Line 4:	CLEVELAND, OHIO 44114
ATTORNEY DOCKET NUMBER:	NAP104US
NAME OF SUBMITTER:	William J. Cooper

OP \$40.00 12191747

Total Attachments: 3  
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ASSIGNMENT

For good and valuable consideration received of the hereinafter named assignee, receipt of which is hereby acknowledged, the undersigned

Anil Kumar Ponnapur  
Bilekahalli, Bangalore

Anurag Palsule  
Bangalore

NOW, THEREFORE, for and in consideration of our employment and the salary or wages paid to us by NetApp, we, Anil Kumar P and Anurag Palsule by these present do sell, assign, and transfer unto said NetApp, a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 495 E. Java Drive, Sunnyvale, California 94089, is desirous of acquiring an interest therein, its successors and assigns, the entire right, title and interest, so far as concerns the United States and the Territories and Possessions thereof and all foreign countries, in and to the inventions entitled

**MITIGATING REBASELINING OF A VIRTUAL MACHINE (VM)**

for which application for United States Letters Patent has been filed on \_\_\_\_\_ under Serial No. \_\_\_\_\_, or was executed by the undersigned on the date below and is being filed concurrently herewith, said application for United States Letters Patent, any and all other applications for Letters Patent on said inventions in countries foreign to the United States, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or upon said applications, and any and all Letters Patent and reissues and extensions of Letters Patent granted for said inventions or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said applications and said Letters Patent; said assignee being hereby authorized to file patent applications in any or all countries on any or all said inventions in the name of the undersigned or in the name of said assignee or otherwise as said assignee may deem advisable, under the International Convention or otherwise; the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments being hereby authorized to issue or transfer all said Letters Patent to said assignee in accordance herewith; this assignment being under covenant, not only that full power to make the same is had by the undersigned, but also that such assigned right is not encumbered by any grant, license, or other right heretofore given, and that the undersigned will do all acts reasonably serving to assure that said inventions, patent applications and Letters Patent shall be held and enjoyed by said assignee as fully and entirely as the same could have been held and enjoyed by the undersigned if this assignment had not been made, and particularly to execute and deliver to said assignee all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, and lawful affidavits in form and substance which may be requested by said assignee, to furnish said assignee with all facts relating to said inventions or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may be useful for

**PATENT****REEL: 021391 FRAME: 0310**

P01-5326

establishing the facts of conception, disclosure and reduction to practice of said inventions, and to testify in any proceedings relating to said inventions, patent applications and Letters Patent.

Signed:

Date:

7<sup>th</sup> August 2008

Anil Kumar Ponnapur

**CERTIFICATE OF ACKNOWLEDGMENT**

State of Karnataka

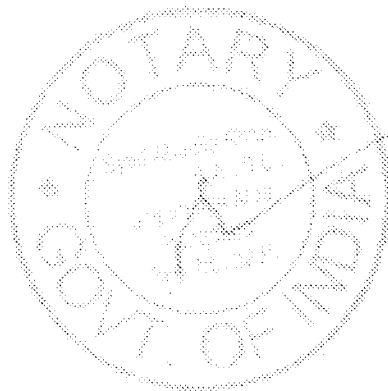
County of India

On 7<sup>th</sup> August 2008 before me, \_\_\_\_\_  
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Anil Kumar Ponnapur  
Name(s) of Signer(s)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



\_\_\_\_\_  
Signature of Notary Public

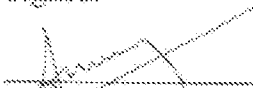
Govt. of India  
No. 21/A, 1st Main Road,  
Chinnappa Garden, Benson Town Post  
Bangalore - 560 076

7 AUG 2008

PO1-5320

Signed:

Date:

  
Anurag Palsule

7<sup>th</sup> August 2008

**CERTIFICATE OF ACKNOWLEDGMENT**

State of Karnataka

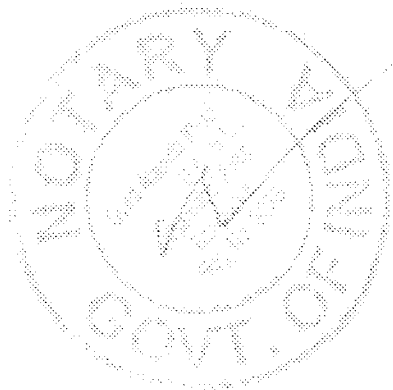
County of India

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Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Anurag Palsule  
Name(s) of Signer(s)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



  
Signature of Notary Public  
Govt. of India  
No. 21/2, 1st Main Road,  
Chennappa Garden, Hebbal, Town Post  
Bangalore - 560 036

7 AUG 2008